

CLAUSE I-114 – RIGHTS IN TECHNICAL DATA - SHORT FORM (August 2002)

- (a) Definitions: The definitions of terms set forth in DEAR 927.401 apply to the extent these terms are used herein.
- (b) Allocation of Rights:
 - (1) The government shall have –
 - (i) Unlimited rights in technical data first produced or specifically used in the performance of this subcontract;
 - (ii) The right of the Subcontracting Officer or his representative to inspect at all reasonable times up to the three years after final payment under this subcontract all technical data first produced or specifically used in the subcontract (for which inspection the Subcontractor or its lower-tier Subcontractor shall afford proper facilities to DOE); and
 - (iii) The right to have any technical data first produced or specifically used in the performance of this subcontract delivered to the government as the Subcontracting Officer may from time to time direct during the progress of the work, or in any event as the Subcontracting Officer shall direct upon completion or termination of this subcontract.
 - (2) The Subcontractor shall have: The right to use for its private purposes, subject to patent, security or other provisions of this subcontract, technical data it first produces in the performance of this subcontract provided the data requirements of this subcontract have been met as of the date of the private use of such data. The Subcontractor agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from DOE or a DOE contractor or lower-tier subcontractor, the Subcontractor shall treat such data in accordance with any restrictive legend contained thereon, unless use is specifically authorized by prior written approval of the Subcontracting Officer.
- (c) Copyrighted Material:
 - (1) The Subcontractor agrees to, and does hereby grant to the government, and to its officers, agents, servants and employees acting within the scope of their duties –
 - (i) A royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of and to authorize others to do so, all copyrightable material first produced or composed in the performance of this subcontract by the Subcontractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material; and
 - (ii) A license as aforesaid under any and all copyrighted or copyrightable works not first produced or composed by the Subcontractor in the performance of this subcontract but which are incorporated in the material furnished under the subcontract, provided that such license shall be only to the extent the Subcontractor now has, or prior to completion or final settlement of the subcontract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
 - (2) The Subcontractor agrees that it will not knowingly include any material copyrighted by others in any written or copyrightable material furnished or delivered under the subcontract without a license as provided for in paragraph (c)(1)(ii) hereof, or without the consent of the copyright owner, unless it obtains specific written approval of the Subcontracting Officer for the inclusion of such copyrighted material.